

EXHIBIT I

Tab A - Assignment From Inventor to LaserSight, Inc.

**Tab B - Security Agreement Pledging '679 Patent
as Collateral**

Tab C - Amendment to Security Agreement

Tab D - Release of Security Agreement

09/084,441-0001

LASERSIGHT PRESS RELEASE

From: PR Department, LaserSight, Inc.
3403 Technological Avenue, Orlando, FL 32817

Tel: (407) 382-2702
FAX: (407) 382-2701

Orlando, FL (November 16, 1992) LaserSight, Inc. (NASDAQ Symbol: LASE) announced that a paper reporting the first animal study results using the patented LaserHarmonic System was presented by the University of Miami's Bascom Palmer Eye Institute at the Solid-State Refractive Forum, Dallas, TX. LaserHarmonic is the first solid-state UV laser capable of performing PRK (to correct nearsightedness, farsightedness, and astigmatism).

LaserSight also introduced four ophthalmic laser products at the 1992 American Academy of Ophthalmology Annual Meeting in Dallas, TX: LaserHarmonic (model-UV-210 for PRK, patented), Model Compak-200 (for PRK), Model IR-2000 (Laser Thermokeratectomy - LTK), and Model IR-3000 (for PRK and laser phaco). The Company believes that both LaserHarmonic and the newly developed Compak-200 (150 lbs, mini-excimer laser with minimum gas cost and maintenance) will become favorable alternatives for the existing excimer laser (1,500 lbs) made by VisX and Summit. These systems are scheduled to be delivered to five Chinese PRK clinical centers in early 1993.

LaserSight, Inc. announced further that an interim marketing alliance with the Tomey Corporation was entered into for sales in China. Under this arrangement LaserSight will integrate Tomey's Topological Modeling System TMS-1 (developed by Computed Anatomy, Inc.) into their refractive laser systems for pre- and postoperative evaluation, and surgical planning. The Japan-based Tomey Corp. has operations in Cambridge, USA and Erlangen, Germany and is also active in ultrasonography, electrophysiology, glaucoma and refraction instrumentation.

003060-1118060

REFUTES LASERSIGHT'S ASSERTIONS

SUMMIT REFUTES LASERSIGHT'S ASSERTIONS

WALTHAM, Mass., Nov. 17 /PRNewswire/ -- Summit Technology, Inc. (NASDAQ: BEAM) -- In a press release dated Nov. 17, 1992 Lasersight Inc. asserted that it had developed a so-called "mini-excimer" laser which it predicted would become a favorable alternative to Summit's laser system. Summit Technology is the world leader in the development of refractive laser systems. It is Summit's firmly held belief that Lasersight's assertions are not credible. The realization of a 150-pound ophthalmic medical excimer laser system is, in Summit's view, physically impossible. The basic physics and engineering constraints would not allow the development of such a system. Lasersight has provided no evidence submitted to peer review to support its position. Lasersight's assertions as to the current competitive aspects of its potential products are at best gross exaggerations.

Furthermore, Summit believes that in the unlikely event that Lasersight develops either an excimer or solid-state UV refractive laser system, its commercialization in the United States would be an infringement of the patents held by Pillar Point Partners, an entity controlled by Summit and Visx, Inc. Summit Technology, Inc. has established the leadership position in designing, manufacturing and marketing ophthalmic refractive laser systems. A major focus of the company's business is in ophthalmology where applications have been developed for the treatment of common vision disorders such as

Nearsightedness, farsightedness, astigmatism, glaucoma, and certain corneal irregularities due to disease or injury.

/CONTACT: Paula Rainville of Summit Technology, 617-890-1234

5:17 EST

003050 TTT

From: PR Department, L. Sight, Inc.
3403 Technological Avenue, Orlando, FL 32817

TEL: (407) 382-2702
FAX: (407) 382-2701

Orlando, FL (November 18, 1992) LaserSight, Inc. (NASDAQ Symbol: LASE), in response to Summit's comments on our 11/16/92 press release, gives the following details on its new-generation "mini-excimer" laser introduced at the AAO 1992 Annual Meeting, Dallas, Texas.

LaserSight's Compak-200 mini-excimer laser is light-weight (150 pounds), non-toxic (pre-mixed fluorine level of 0.25%), and has a low gas cost (argon-fluoride, 193 nm). The estimated gas cost for the mini-excimer is \$1,500 per year (or about 35 cents per eye) versus \$35,000 per year (or about \$8.00 per eye) for the Summit and VisX 1,500 pound excimer lasers. This newly developed mini-excimer has a laser head of only 35 pounds and a repetition rate faster than 80 Hertz suitable for rapid PRK procedures.

The Company believes that its unique mini-excimer delivery system (patent pending) does not infringe with its competitors' patented delivery systems. With regards to the excimer lasers for tissue ablation, IBM is the only company which owns such a patent (since 1989). At this time Summit, VisX, and LaserSight have all obtained IBM licensing agreements for UV-laser photoablation process.

LaserSight's prototype Compak-200 has already achieved diopter changes in PMMA of up to 10 diopters for myopia. PMMA and in-vitro (animal) results will be presented at the ARVO and ASCRS Conferences in May, 1993. The Bascom Palmer Eye Institute (Univ. of Miami) has already presented in-vitro (animal and human) data on the LaserHarmonic System (a patented solid-state UV PRK-laser) at the Solid-State Laser Technology Forum, Dallas, Texas.

Human clinical trials using both the mini-excimer and LaserHarmonic systems are scheduled to start in China and Spain in early 1993. LaserSight expects to have 30 PRK clinical centers established in the US, China, and Europe by 1994. LaserSight continues to be at the cutting edge of compact, light-weight and low-cost, new-generation ophthalmic laser systems.

008060-11113000

TO BE HANDLED BY MIAMI OFFICE
NO STYLE CHANGES PLEASE
PRESS RELEASE TO START BELOW LINE

FOR IMMEDIATE RELEASE

NASDAQ SYMBOL: LASE

**LASERSIGHT DENIES DEVICE PATENT INFRINGEMENT --
DEBUTS AUTO-PRK AT ASCRS CONVENTION**

Orlando, FL (March 31, 1995) . . . In response to the announcement by Pillar Point Partners that it has filed a suit against LaserSight for patent infringement, LaserSight denies any device patent infringements. Robert Qualls, Chief Executive Officer, said, "Our patent counsel is of the opinion that we are not infringing device patents. We haven't yet seen the suit, and the filing was made public before we were served." "It is the Company's understanding that in the United States, Federal law exempts investigational devices."

LaserSight has experienced tremendous success in international sales, as demonstrated by an increase in net income to \$1,018,431 in 1994 from a loss of \$4,752,613 in 1993. Audited financial statements were filed as part of LaserSight's Form 10-K with the Securities and Exchange Commission yesterday, March 30, 1995.

LaserSight will be demonstrating its revolutionary integrated tracking delivery system this week at the annual meeting of the American Society of Cataract and Implant Surgeons, San Diego, April 1st through April 5th. Unlike excimer lasers produced by the Pillar Point Partners (Summit and VISX) the LaserSight Mini-Excimer features a fully-integrated tracking delivery system allowing for complete automation of the PRK procedure. The Company expects Auto-PRK to provide unprecedented standardization of results.

For additional information please contact:

Robert Qualls, Chief Executive Officer
(314) 469-3220

Gregory L. Wilson, Chief Financial Officer
(314) 469-3220

Marti Benfield, Investor Relations
(314) 469-3220



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 21, 1997

PTAS

BROBECK, PHLEGER & HARRISON, LLP
KARA L. BUE, ESQ.
550 S. HOPE STREET
LOS ANGELES, CA 90071



100389470A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/03/1997

REEL/FRAME: 8430/0001
NUMBER OF PAGES: 22

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LASERSIGHT INCORPORATED--A
DELAWARE CORPORATION

DOC DATE: 03/31/1997

ASSIGNOR:

LASERSIGHT TECHNOLOGIES, INC.--A
DELAWARE CORP.

DOC DATE: 03/31/1997

ASSIGNOR:

MEC HEALTH CARE, INC.--A MARYLAND
CORPORATION

DOC DATE: 03/31/1997

ASSIGNOR:

LSI ACQUISITION, INC.--A N.J.
CORP.

DOC DATE: 03/31/1997

ASSIGNOR:

LASERSIGHT CENTERS INCORPORATED--A
DELAWARE CORP.

DOC DATE: 03/31/1997

ASSIGNOR:

MRF, INC.--A MISSOURI CORPORATION

DOC DATE: 03/31/1997

A S S I G N M E N T

08/218319

WHEREAS, Dr. J.T. Lin
 hereinafter referred to as assignor, has made certain improvements
 or inventions in OPHTHALMIC SURGERY METHOD USING NON-CONTACT
SCANNING LASER for which said assignor has executed
 an application for United States Letters Patent on the 25th day of
March 1994; and

WHEREAS, LaserSight, Inc.
 hereinafter referred to as assignee, is desirous of acquiring the
 same;

NOW THEREFORE, This Indenture Witnesseth: That for and in
 consideration of ONE DOLLAR, lawful money of the United States and
 other good and valuable consideration, receipt whereof is hereby
 acknowledged, said assignor does hereby sell, assign, and transfer
 to said assignee, its successors and assigns, all right, title and
 interest in and to said U.S. Patent Application, the invention or
 inventions therein shown and described and any improvements on said
 inventions heretofore or hereafter made, any divisions of
 continuations of said application, and all patents, United States
 and foreign, to be granted upon any such application, or for the
 invention or inventions thereof, and any reissues, continuations or
 extensions of said patents; and said assignor does hereby authorize
 and request the Commissioner of Patents to issue all patents on
 said United States Patent applications or for the invention or
 inventions hereof, in accordance with this assignment.

And said assignor for said consideration hereby covenants and
 agrees that said assignor is the owner of the full title herein
 conveyed and has the right to convey the same, and agrees that said
 assignor will communicate to said assignee, any facts known to said
 assignor respecting said invention or inventions, and testify in
 any legal proceedings when called upon by said assignee, sign all
 lawful papers deemed by said assignee as expedient to vest in it
 the legal title herein sought to be conveyed or for the filing and
 prosecution of all applications and patents, United States and
 foreign, and otherwise aid said assignee, its successors and
 assigns, in obtaining full patent protection on said invention and
 enforcing proper protection under said patents, but in every
 instance at the assignee's expense

Signed and sealed this 25th
 day of MARCH, 1994.

Dr. J.T. Lin **RECORDED**
PATENT & TRADEMARK OFFICE

STATE OF FLORIDA:
 COUNTY OF ORANGE :

MAR 25 94

The foregoing instrument was acknowledged before me this 25th day
 of MARCH, 1994 by Dr. J.T. Lin, who is personally known
 to me or who has produced as
 identification and who did/did not take an oath.

William M. Hobby
 NOTARY PUBLIC

My Commission Expires:



OFFICIAL SEAL
 WILLIAM M. HOBBY
 My Commission Expires
 Feb. 16, 1996
 Comm. No. CC 180901

REEL 6939 FRAME 976

8430/0001 PAGE 2

ASSIGNEE:

FOOTHILL CAPITAL CORPORATION
11111 SANTA MONICA BLVD.
SUITE 1500
LOS ANGELES, CALIFORNIA 90025

SERIAL NUMBER: 06894520
PATENT NUMBER: 4784135

FILING DATE: 08/11/1986
ISSUE DATE: 11/15/1988

SERIAL NUMBER: 08269139
PATENT NUMBER: 5460627

FILING DATE: 06/30/1994
ISSUE DATE: 10/24/1995

SERIAL NUMBER: 07884008
PATENT NUMBER: 5217452

FILING DATE: 05/18/1992
ISSUE DATE: 06/08/1993

SERIAL NUMBER: 07886926
PATENT NUMBER: 5370641

FILING DATE: 05/22/1992
ISSUE DATE: 12/06/1994

SERIAL NUMBER: 08218319
PATENT NUMBER: 5520679

FILING DATE: 03/25/1994
ISSUE DATE: 05/28/1996

SERIAL NUMBER: 07736931
PATENT NUMBER: 5144630

FILING DATE: 07/29/1991
ISSUE DATE: 09/01/1992

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

FOOTED - 11/11/98

PTO-1595

(rev. 6-93)

US No. 0651-0011 (EXP. 4/94)

Tab settings: 000 Y

04-10-1997



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R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

581-346.00

4784135

To the Honorable Commissioner of Patents and Trademarks, I have received the attached original documents or copy thereof.

1. Name of conveying party(ies):

MRD 4-8-97

See attached

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: March 31, 1997

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address:

Street Address: 11111 Santa Monica Blvd.,

Suite 1500

City: Los Angeles State: CA ZIP: 90025

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See attached

B. Patent No.(s)

See attached

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Kara L. Bue, Esq.

Internal Address: Brobeck, Phlegger & Harrison

LLP

Street Address: 550 S. Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 3.41): \$ 240.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

410 JS 04/11/97 5144630
2.581 240.00 CR

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kara L. Bue

Name of Person Signing

Signature

4/3/97

Date

Total number of pages including cover sheet, attachments, and document: 22

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

**Continuation of Recordation Form Cover Sheet
for the U.S. Patent and Trademark Office**

Names and Addresses of Conveying Parties:

LaserSight Incorporated -- a Delaware corporation
12161 Lackland Road
St. Louis, Missouri 63146

LaserSight Technologies, Inc. -- a Delaware corporation
12249 Science Drive, Suite 160
Orlando, Florida 32826

MEC Health Care, Inc. -- a Maryland corporation
100 Park Avenue
Baltimore, Maryland 21201

LSI Acquisition, Inc. -- a New Jersey corporation
71 Second Street
South Orange, New Jersey 07079

LaserSight Centers Incorporated -- a Delaware corporation
12161 Lackland Road
St. Louis, Missouri 63146

MRF, Inc. -- a Missouri corporation
12161 Lackland Road
St. Louis, Missouri 63146

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 1997, is made by each of LASERSIGHT INCORPORATED, a Delaware corporation ("LaserSight"), LASERSIGHT TECHNOLOGIES, INC., a Delaware corporation ("Technologies"), MEC HEALTH CARE, INC., a Maryland corporation ("MEC"), LSI ACQUISITION, INC., a New Jersey corporation ("LSI"), LASERSIGHT CENTERS INCORPORATED, a Delaware corporation ("Centers"), and MRF, INC., a Missouri corporation ("MRF"; collectively, with LaserSight, Technologies, MEC, LSI, and Centers, the "Debtors"), in favor of FOOTHILL CAPITAL CORPORATION, a California corporation ("Secured Party").

RECITALS

A. The Debtors and Secured Party have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make certain financial accommodations to the Debtors, and each Debtor has granted to Secured Party a security interest in (among other things) all of the general intangibles of such Debtor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Secured Party under the Loan Agreement, each Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the patents and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions: Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Patent Collateral" has the meaning set forth in Section 2.

"Patents" has the meaning set forth in Section 2.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Patent Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Patent Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral or for or on account of any damage or injury to or conversion of any Patent Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by each Debtor to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which any one or more of the Debtors is required to pay pursuant to any of the foregoing, by law, or otherwise.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of Secured Party (whether under California law or applicable federal law), in each case in respect of the Patent Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each Debtor hereby assigns, transfers, conveys, and grants a security interest to Secured Party in, all of such Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising (collectively, the "Patent Collateral"):

(i) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other

country, owned, held or used by that Debtor in whole or in part, including all existing U.S. patents and patent applications of that Debtor which are described in Schedule A hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all patent licenses held by that Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor is not an affiliate of a Debtor), together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties and proceeds of infringement suits (collectively, the "Patents");

(ii) all claims, causes of action and rights to sue for past, present, or future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of that Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents and not otherwise described above; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor agrees that this Agreement shall create a continuing security interest in the Patent Collateral which shall remain in effect until terminated in accordance with Section 17.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Patent Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of each Debtor, or in the name of Secured Party or otherwise, without notice to or assent by that Debtor, and each Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as that Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of that Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Patent Collateral, and (ii) to execute

any and all other documents and instruments, and to perform any and all acts and things for and on behalf of that Debtor, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Patent Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Patent Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Patent Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Patent Collateral (it being understood that so long as no Event of Default has occurred and is continuing, that Debtor may grant or issue licenses in the ordinary course of business with respect to the Patent Collateral), and to assign, convey or otherwise transfer title in or dispose of the Patent Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Each Debtor represents and warrants to Secured Party as follows:

(a) No Other Patents. A true and correct list of all of the existing Patents owned, held (whether pursuant to a license or otherwise) or used by that Debtor, in whole or in part, is set forth in Schedule A.

(b) Validity. Each of the Patents listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Patents have been timely paid for maintaining such Patents in force, and, to the best of that Debtor's knowledge, each of the Patents is valid and enforceable.

(c) Ownership of Patent Collateral; No Violation. (i) That Debtor has rights in and good title to the existing Patent Collateral, (ii) with respect to the Patent Collateral shown on Schedule A hereto as owned by it, that Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, shop rights and covenants by that Debtor not to sue third persons and (iii) with respect to any Patent for which that Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Patent, each such license or licensing agreement is in full force and effect, that Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person (except for other licensees of non-exclusive licenses relating to the Patent Collateral) is known by that Debtor to have any rights in or to any of the Patent Collateral. To the best of that

Debtor's knowledge, the past, present and contemplated future use of the Patent Collateral by that Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of that Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Patent Collateral by any Person.

(e) Powers. That Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of that Debtor's right, title, and interest in and to the Patent Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and each Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Patents or the Patent Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Patents for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Patent Collateral, if and when any Debtor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Patent Collateral or any improvement thereof (whether pursuant to any license or otherwise), the provisions of Section 2 shall automatically apply thereto and that Debtor shall give to Secured Party prompt notice thereof. Each Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Patent Collateral. Each Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on that Debtor's behalf and as its attorney-in-fact to include any future patents which are or become Patent Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Patent Collateral.

8. Remedies. Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Patent Collateral or any other Collateral. Each Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Each Debtor agrees that Secured Party shall at all times have such royalty free licenses, to the extent permitted by law, for any Patent Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of the Debtors in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by the Debtors (or their respective successors, permitted assignees or trustees in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of any Debtor or Secured Party, to enforce or protect any of the Patent Collateral, in which event each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Patent Collateral, each Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the material infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such material infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Debtor and Secured Party and their respective successors and permitted assigns.

10. Notices. All notices and other communications hereunder to or from Secured Party or any one or more of the Debtors shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. GOVERNING LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PROPERTY ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF CALIFORNIA LAW SHALL NOT BE DEEMED TO DEPRIVE SECURED PARTY OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH

THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH DEBTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 11.

EACH DEBTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH DEBTOR AND SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


15. Loan Agreement. Each Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the indefeasible payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by any Debtor and at that Debtor's expense as shall be necessary to evidence termination of the security interest granted by that Debtor to Secured Party hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

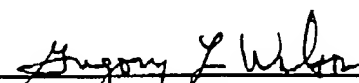
LASERSIGHT INCORPORATED,
a Delaware corporation

By 
Title: President

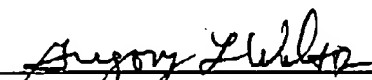
LASERSIGHT TECHNOLOGIES,
INC.,
a Delaware corporation

By 
Title: Vice President

MEC HEALTH CARE, INC.,
a Maryland corporation

By 
Title: Vice President

LSI ACQUISITION, INC.,
a New Jersey corporation

By 
Title: Secretary/Treasurer

10/20/98 14:44:50

**LASERSIGHT CENTERS
INCORPORATED,**
a Delaware corporation

By *Gregory L. Wilson*
Title: Vice President

MRF, INC.,
a Missouri corporation

By *Gregory L. Wilson*
Title: Secretary/Treasurer

**FOOTHILL CAPITAL
CORPORATION,**
a California corporation

By *Donald B. Johnson*
Title: Vice President

TO/THRU - F44-111-111

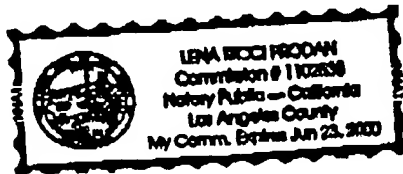
STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1997, before me, Lena Ricci-Prodan, Notary Public, personally appeared Michael R. Farris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

[SEAL]



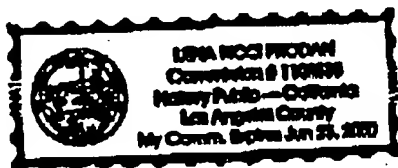
STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1997, before me, Lena Ricci-Prodan, Notary Public, personally appeared Gregory L. Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lena Ricci-Prodan
Signature

[SEAL]



TO/DEED - F4444444

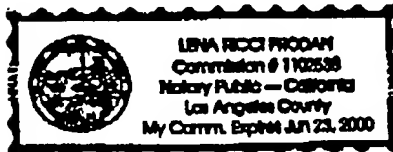
STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On March 31, 1997, before me, Lena Ricci-Prodan, Notary Public, personally appeared Rhonda Foreman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

[SEAL]



SCHEDULE A
to the Patent Security Agreement
Issued U.S. Patents of Each Debtor

<u>Debtor</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
---------------	-------------------	-------------------	-----------------	--------------

[see attached]

FILED - 12/17/98

BPHLA\RTS\0442380.03

A-1.

SCHEDULE A
to the Patent Security Agreement

Issued U.S. Patents of Each Debtor

<u>Debtor</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
LaserSight	5,144,630	09-01-92	Lin	Multiwavelength Solid State Laser Using Frequency Conversion Techniques
LaserSight	5,520,679	05-28-96	Lin	Ophthalmic Surgery Method Non- Contact Scanning Laser
LaserSight	5,370,641	12-06-94	O'Donnell	Laser Trabeculodissection
LaserSight	5,217,452	06-08-93	O'Donnell	Transclerical Laser Treatment of Subretinal Neovascularization
LaserSight	5,460,627	10-24-95	O'Donnell	Method of Evaluating a Laser Used in Ophthalmological Surgery

12/17/98 17:30 213 7 045 BROBECK 021

[Handwritten signature]
[Handwritten initials]

SCHEDULE A
to the Patent Security Agreement

Pending U.S. Patent Applications of Each Debtor

<u>Debtor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
---------------	-------------------	--------------------	-----------------	--------------

NONE.

BPHLA\RTS\0442380.03

A-2.

[Handwritten signature]
[Handwritten initials]

SCHEDULE A
to the Patent Security Agreement

U.S. Patent Licenses of Each Debtor

<u>Debtor</u>	<u>Patent No.</u>	<u>Issue Date/Filing Date</u>	<u>Inventor</u>	<u>Title</u>	<u>Nature of License</u>
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[see attached]

12/17/98 17:31 213 0345 BROBECK 0023

BPHLA\RTS\0442380.03

A-3.

[Handwritten signature]

SCHEDULE A
to the Patent Security Agreement

Issued U.S. Patent Licenses of Each Debtor

<u>Debtor</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>	<u>Nature of License</u>
LaserSight	4,784,135	11-15-88	Blum et al.	Far Ultraviolet Surgical and Dental Procedures [Photodecomposition]	See 1992 IBM License Agreement

[Handwritten signature]



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 27, 1997

PTAS

BROBECK, PHLEGER & HARRISON
TRACEY M. HODSON
550 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90071



100505852A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/05/1997

REEL/FRAME: 8621/0644
NUMBER OF PAGES: 8

BRIEF: AMENDMENT TO PATENT SECURITY AGREEMENT

ASSIGNOR:

LASERSIGHT INCORPORATED

DOC DATE: 07/28/1997

ASSIGNOR:

LASERSIGHT TECHNOLOGIES, INC.

DOC DATE: 07/28/1997

ASSIGNOR:

MEC HEALTH CARE, INC.

DOC DATE: 07/28/1997

ASSIGNOR:

LSI ACQUISITION, INC.

DOC DATE: 07/28/1997

ASSIGNOR:

MRF, INC.

DOC DATE: 07/28/1997

ASSIGNOR:

LASERSIGHT CENTERS INCORPORATED

DOC DATE: 07/28/1997

ASSIGNEE:

FOOTHILL CAPITAL CORPORATION
11111 SANTA MONICA BLVD.
LOS ANGELES, CALIFORNIA 90025-3333

C

8621/0644 PAGE 2

SERIAL NUMBER: 08323177
PATENT NUMBER: 5586980

FILING DATE: 10/14/1994
ISSUE DATE: 12/24/1996

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TO/FRM- 14444444

FORM PTO-1595

(Rev. 8-93)

OMB No. 0651-0011 (exp. 4/94)

R

08-08-1997

SHELT

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

581-40.00

5586980

Tab settings 000

To the Honorable Commissioner of

100505852

attached original documents or copy thereof.

1. Name of conveying party(ies):

-LaserSight Incorporated -MBP, Inc.

-LaserSight Technologies, Inc.

-MBC Health Care, Inc. -LaserSight

-LSI Acquisition, Inc. Centers Incorporated

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Pothill Capital Corporation

Internal Address:

Street Address: 11111 Santa Monica Blvd.

Suite 1500

City: Los Angeles State: CA Zip: 90025-3333

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Amendment to Patent Security Agreement

Execution Date: July 28, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,586,980

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Drobeck, Phleger & Harrison

Name: Attention: Kara Bue

Internal Address:

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/07/1997 VBROWN 00000144 5586980
01 FC:501 40.00 09

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tracey M. Hodson

Name of Person Signing

Signature

8/4/97

Date

Total number of pages including cover sheet, attachments, and document:

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

AMENDMENT TO PATENT SECURITY AGREEMENT

This Amendment to Patent Security Agreement, dated as of July 28, 1997 (the "Amendment"), is delivered pursuant to Section 6 of that certain Patent Security Agreement, dated as of March 31, 1997 (the "Patent Security Agreement"), by and among LaserSight Incorporated, LaserSight Technologies, Inc., MEC Health Care, Inc., LSI Acquisition, Inc., LaserSight Centers Incorporated, MRF, Inc., and Foothill Capital Corporation. The undersigned hereby agree that the Patent Collateral listed on this Amendment shall be and become part of the Patent Collateral referred to in the Patent Security Agreement and Schedule A thereto and shall secure all Secured Obligations. The terms defined in the Patent Security Agreement are used herein as therein defined.

Debtor	Patent Number	Issue Date	Inventor	Title
LaserSight Incorporated	5,585,980	December 24, 1996	Frederic B. Kramer, M.D.	A micro-Keratome device for use in eye surgery

LASERSIGHT INCORPORATED,
a Delaware corporation

By: 

Name: Michael R. Farris

Title: President/Chief Executive Officer

LASERSIGHT TECHNOLOGIES, INC.,
a Delaware corporation

By: 

Name: Gregory L. Wilson

Title: Vice President

MEC HEALTH CARE, INC.,
a Maryland corporation

By: 

Name: Gregory L. Wilson

Title: Vice President

07/25/87 15:52

213 74

1425

BPH LA

004/011

LSI ACQUISITION, INC.,
a New Jersey corporation

By: Gregory L. Wilson
Name: Gregory L. Wilson
Title: Secretary/Treasurer

LASERSIGHT CENTERS INCORPORATED,
a Delaware corporation

By: Gregory L. Wilson
Name: Gregory L. Wilson
Title: Vice President

MRF, INC.,
a Missouri corporation

By: Gregory L. Wilson
Name: Gregory L. Wilson
Title: Secretary/Treasurer

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Name: _____
Title: _____

LSI ACQUISITION, INC.,
a New Jersey corporation

By: _____
Name: _____
Title: _____

LASERSIGHT CENTERS INCORPORATED,
a Delaware corporation

By: _____
Name: _____
Title: _____

MRF, INC.,
a Missouri corporation

By: _____
Name: _____
Title: _____

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: Albert R. Joseph
Name: Albert R. Joseph
Title: Vice President

FOOT HILL CAPITAL CORPORATION

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On July 28th, 1997, before me, Katherine E. Schubel, Notary Public, personally appeared Michael R. Farris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katherine E. Schubel
Signature



KATHERINE E. SCHUBEL
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 6, 1999

[SEAL]

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On July 28th, 1997, before me, Katherine E. Schubel, Notary Public, personally appeared Gregory L. Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katherine E. Schubel
Signature



KATHERINE E. SCHUBEL
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 6, 1998

[SEAL]

FILED

STATE OF

California

COUNTY OF

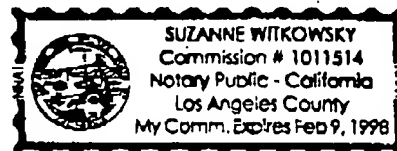
Los AngelesSuzanne Witkowski

Notary Public

On July 28 1997, before me, _____, Notary Public, personally appeared Albert R. Joseph, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Suzanne Witkowski
Signature



[SEAL]

10/20/97 14:44:00

F A C S I M I L E T R A N S M I T T A L

**BROBECK
PHLEGER &
HARRISON**
LLP
ATTORNEYS AT LAW

550 SOUTH HOPE STREET
LOS ANGELES
CALIFORNIA 90071-2604
TELEPHONE: (213) 489-4060
FACSIMILE: (213) 745-3345
www.brobeck.com

Pages to Follow Cover: ___

DECEMBER 17, 1998

User ID: 3787

CMID NUMBER: 019870.0105

SENDER: Kamila B. Luigs

PHONE: (213) 745-3426

EMAIL: KLuigs@Brobeck.com

RECIPIENT	COMPANY	PHONE	FAX
Michelle Martinez	Foothill Capital Corporation	(310) 996-7144	(310) 479-2690

MESSAGE

Please see attached.

P R I V I L E G E D A N D C O N F I D E N T I A L

All information transmitted hereby is intended only for the use of the addressee(s) named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient(s), please note that any distribution or copying of this communication is strictly prohibited. Anyone who receives this communication in error should notify us immediately by telephone and mail the original message to us at the above address.

TRANSMISSION PROBLEMS: ARMIDA FLORES

SCHEDULE A
to the Patent Security Agreement

Foreign Patents of Each Debtor

<u>Debtor</u>	<u>Country</u>	<u>Patent/ Application</u>	<u>Issue/ Filing Date</u>	<u>Inventor</u>	<u>Title</u>
PATENTS:					
LaserSight	Australia	570225	9/9/88	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures
LaserSight	Canada	1238690	6/28/88	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures
LaserSight	Spain	527415	1/21/85	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures
PATENT APPLICATIONS:					
LaserSight	Australia	17615/88	11/24/83	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures
LaserSight	Brazil	PI8306654	12/2/83	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures
LaserSight	Japan	194475/83	10/19/83	Blum, et. al.	Far Ultraviolet Surgical and Dental Procedures



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 28, 1999

PTAS

FARKAS & MANELLI PLLC
WILLIAM H. BOLLMAN
2000 M STREET, N.W., SUITE 700
WASHINGTON, D.C. 20036



101045682A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/07/1999

REEL/FRAME: 9893/0557

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FOOTHILL CAPITAL CORPORATION

DOC DATE: 12/29/1998

ASSIGNEE:

LASERSIGHT INCORPORATED
12161 LACKLAND ROAD
ST. LOUIS, MISSOURI 63146

ASSIGNEE:

LASERSIGHT TECHNOLOGIES, INC.
12249 SCIENCE DRIVE, SUITE 160
ORLANDO, FLORIDA 32826

ASSIGNEE:

MFC HEALTH CARE, INC.
100 PARK AVENUE
BALTIMORE, MARYLAND 21201

ASSIGNEE:

LSI ACQUISITION, INC.
71 SECOND STREET
SOUTH ORANGE, NEW JERSEY 07079

ASSIGNEE:

LASERSIGHT CENTERS INCORPORATED
12161 LACKLAND ROAD
ST. LOUIS, MISSOURI 63146

ASSIGNEE:

MRF, INC.
12161 LACKLAND ROAD
ST. LOUIS, MISSOURI 63146

SERIAL NUMBER: 06894520
PATENT NUMBER: 4784135

FILING DATE: 08/11/1986
ISSUE DATE: 11/15/1988

SERIAL NUMBER: 08269139
PATENT NUMBER: 5460627

FILING DATE: 06/30/1994
ISSUE DATE: 10/24/1995

SERIAL NUMBER: 07884008
PATENT NUMBER: 5217452

FILING DATE: 05/18/1992
ISSUE DATE: 06/08/1993

SERIAL NUMBER: 07886926
PATENT NUMBER: 5370641

FILING DATE: 05/22/1992
ISSUE DATE: 12/06/1994

SERIAL NUMBER: 08218319
PATENT NUMBER: 5520679

FILING DATE: 03/25/1994
ISSUE DATE: 05/28/1996

SERIAL NUMBER: 07736931
PATENT NUMBER: 5144630

FILING DATE: 07/29/1991
ISSUE DATE: 09/01/1992

SERIAL NUMBER: 08323177
PATENT NUMBER: 5586980

FILING DATE: 10/14/1994
ISSUE DATE: 12/24/1996

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

06-25-1999

U.S. Department of Commerce
Patent and Trademark Office
PATENT



101045682

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type **4-7-99**

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☐ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☒ Other **Release of Security**

U.S. Government Agreement

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☒ Mark if additional names of conveying parties attached

Name (line 1)

Foothill Capital Corporation

Execution Date
Month Day Year

12-29-98

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☒ Mark if additional names of receiving parties attached

Name (line 1)

LaserSight Incorporated

Name (line 2)

Address (line 1)

12161 Lackland Road

Address (line 2)

Address (line 3)

St. Louis

Missouri

63146

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

04/15/1999 VBROWN

00000002 4784135

FOR OFFICE USE ONLY

01 FC:581

280.00 OP

**280F
NO SPEC
FEE**

Correspondent Name and Address

Area Code and Telephone Number **202.261.1000**

Name **William H. Bollman**

Address (line 1) **Farkas & Manelli PLLC**

Address (line 2) **2000 M Street, N.W.**

Address (line 3) **Suite 700**

Address (line 4) **Washington, D.C. 20036**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			4,784,135	5,370,641	5,586,980
			5,460,627	5,520,679	
			5,217,452	5,144,630	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # **7**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **280.**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **50-0687**

Authorization to charge additional fees: Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

William H. Bollman

Name of Person Signing

Signature

April 7, 1999

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☒ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

Receiving Party(ies)

☒ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text" value="LSI Acquisition, Inc."/>			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text" value="71 Second Street"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text" value="South Orange"/> City	<input type="text" value="New Jersey"/> State/Country	<input type="text" value="07079"/> Zip Code	
Name (line 1)	<input type="text" value="LaserSight Centers Incorporated"/>			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text" value="12161 Lackland Road"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text" value="St. Louis"/> City	<input type="text" value="Missouri"/> State/Country	<input type="text" value="63146"/> Zip Code	

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

MRF, Inc.

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

12161 Lackland Road

Address (line 2)

Address (line 3)

St. Louis

City

Missouri

State/Country

63146

Zip Code

Name (line 1)

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Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of APRIL 2, 1999 by Foothill Capital Corporation, a California corporation ("Foothill").

WITNESSETH

WHEREAS, Foothill on the one hand, and LaserSight Incorporated, a Delaware corporation ("LaserSight"), LaserSight Technologies, Inc., a Delaware corporation ("Technologies"), MEC Health Care, Inc., a Maryland corporation ("MEC"), LSI Acquisition, Inc., a New Jersey corporation ("LSI"), LaserSight Centers Incorporated, a Delaware corporation ("Centers"), and MRF, Inc., a Missouri corporation ("MRF", and collectively, with LaserSight, Technologies, MEC, LSI and Centers, "Debtor") on the other hand, are parties to a certain Loan and Security Agreement dated as of March 31, 1997 (the "Loan Agreement");

WHEREAS, Foothill and Debtor are parties to a certain Patent Security Agreement dated as of March 31, 1997 (the "Agreement"), as amended by that certain Amendment To Patent Security Agreement, dated as of July 28, 1997, between Foothill and Debtor (the "Amendment"), pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the Patent Collateral (as defined in the Agreement), including, without limitation, all letters patent, all registrations and recording thereof, and all applications for letters patent of the U.S. or any other country owned, held or used by Debtor in whole or in part, including all existing U.S. patents and patent applications of Debtor which are described in Schedule A to the Agreement and in the Amendment, as security for Debtor's obligations to Foothill under the Loan Agreement;

WHEREAS, the Agreement was recorded by the United States Patent and Trademark Office at Reel 8430, Frame 0001 therein on April 03, 1997;

WHEREAS, the Amendment was recorded by the United States Patent and Trademark Office at Reel 8621, Frame 00644 therein on August 05, 1997; and

WHEREAS, Debtor has satisfied its obligations under the Loan Agreement and has requested that Foothill release its security interest in the Patent Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Foothill hereby releases, without any representation, recourse or undertaking by Foothill, its security interest in and collateral assignment of the Patent Collateral.
2. Foothill hereby reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking by Foothill, all of Foothill's right, title and interest, if

any, in and to the Patent Collateral appearing in Schedule A to the Agreement and in the Amendment.

IN WITNESS WHEREOF, Foothill has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

Foothill Capital Corporation

By Kevin M. Coyle
Kevin M. Coyle
Its Senior Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 2nd day of April, 1999 before me personally appeared Kevin M. Coyle known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer above designated of Foothill Capital Corporation.

Margie Vargo-Navas
Notary Public, 4-2-99 3/23/01

Los Angeles County, California
My commission expires: 03/23/01



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (Large Entity)

Application Number: 09/084,441

Group Art Unit: 3739

Filed: May 27, 1998

Examiner Name: Michael Peffley

Applicant: LIN

Attorney Docket Number: 62-575

TITLE: OPTHALMIC SURGERY METHOD USING NON-CONTACT SCANNING LASER

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

SIR:

Transmitted herewith is a FOURTH SUPPLEMENTAL AMENDMENT in the above-identified application.


LARGE entity status is now claimed.

The fee has been calculated and is transmitted as shown below.

CLAIMS AS AMENDED					
	CLAIMS REMAINING AFTER Amendment	HIGHEST # PREV. PAID FOR	#OF EXTRA CLAIMS	RATE	ADDITIONAL FEE
Total Claims	93 -	106	0	x \$9 =	\$0
Independent Claims	10 -	10	0	x \$39 =	\$0
Multiple Dependent Claim(s), if applicable					\$0
TOTAL ADDITIONAL FEE:					\$0

No fee is believed to be due. However, should a fee be assessed, the commissioner is **hereby authorized to charge** any fees required under 37 C.F.R. 1.16 or any patent application processing fees under 37 C.F.R. 1.17 associated with this communication, or to credit any overpayment to **Deposit Account No. 50-0687 under order No. 62-575.**

Respectfully submitted,



William H. Bollman
Reg. No.: 36,457
Attorney for Applicant(s)

Date: February 8, 2001
Manelli Denison & Selter PLLC
2000 M Street, N.W. Suite 700
Washington, DC 20036-3307
Tel. (202) 261-1020
Fax. (202) 887-0336

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PTO/SB-018 (08-00)

Approved for use through 12/31/2000. OMB 0851-0053

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

SUPPLEMENTAL DECLARATION
FOR REISSUE
PATENT APPLICATION
TO CORRECT "ERRORS" STATEMENT
(37 CFR 1.176)

Attorney Docket Number	62-575
First Named Inventor	LIN
COMPLETE	
Application Number	09 / 084,441
Filing Date	May 27, 1998
Group Art Unit	3739
Examiner Name	M. Peffley

I/We hereby declare that:

Every error in the patent which was corrected in the present reissue application, and which is not covered by the prior oath(s) and/or declaration(s) submitted in this application, arose without any deceptive intention on the part of the applicant.

I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle (if any))

Family Name or Surname

Jui-Teng

Lin

Inventor's
Signature

Date

02/09/01

Name of Second Inventor:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle (if any))

Family Name or Surname

Inventor's
Signature

Date

Name of Third Inventor:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle (if any))

Family Name or Surname

Inventor's
Signature

Date

Name of Fourth Inventor:

☐ A petition has been filed for this unsigned inventor

Given Name (first and middle (if any))

Family Name or Surname

Inventor's
Signature

Date

☐ Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB-02A attached hereto.

(Page 1 of 1)

Bureau Hour Statement: This form is estimated to take 0.03 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.